

DRAFT**Section 6**

Comments about this document. Paragraph numbers have been omitted, but will be included in the final issuance. For ease in referencing specific locations when providing comments, line numbers have been included. Those line numbers are consecutive from the beginning to the end of this section; so a reference to Section 6, line 53 will indicate the precise location in Section 6 that any comments may refer to. The number in brackets ([]) refers to either the corresponding paragraph in the Domestic Tender of Service or the International Tender of Service; generally, though, the number refers to the ITOS paragraph.

Inspection By The Government. [old 6.1]**Inspection Of Facilities And Operations. [old 6.1.1]****Right To Review. [old 6.1.1.1]**

The PMO or its designee shall have the right to review and inspect the facilities and operations of any participant in the Program or its agents to determine if the equipment, facilities, operations, and personnel are adequate and capable of performing the services required by United States Government, or have been performed in accordance with the provisions of this HTOS and the participant's approval and the requirements of the Federal ordering office. Reviews will be conducted during regular office hours or at any time work is in progress. Published Corporate Participant Quality Control Programs will be presented and explained to authorized inspectors when the participant's facilities are inspected.

Facilities. [old 6.1.1.2]

The participant must furnish PMO representatives with free access and reasonable facilities and assistance required to accomplish the review. The participant shall also provide without cost to the Government legible reproductions of any documents required in the performance of the inspection.

Reports Of Review. [old 6.1.1.3]

Upon completion of an on-site review, the PMO shall furnish the participant within ninety (90) days of completion of the on-site review with a report showing the findings of the review and corrective actions, if any, which must be taken by the participant to bring its operation into compliance with requirements as set forth in this HTOS. A participant receiving a report showing corrective actions which need to be taken shall have its approval changed to conditional, and shall have thirty (30) calendar days from its receipt of the report to institute these corrective actions identified as requiring immediate action and to notify the PMO of doing so. In the event the participant objects to the stated necessary corrective actions and the reasons behind such actions, the participant may appeal in accordance with the provisions of HTOS Paragraph 8.5.11.

Inspection Of Service Performance. [old 6.1.2]**General. [old 6.1.2.1]**

Authorized representatives of the RTO shall have the right to inspect the packing, loading, weighing, pickup, delivery, unpacking, warehousing, and any other services performed or being performed by the participant. Authorized representatives of the RTO shall include personnel of the GSA designated to perform quality assurance, or in the absence of such GSA personnel, the owner of the property or personnel of the Federal agency employing the owner. Authorized representatives may inspect the performance of services at the residence of the owner of the goods or at the warehouse or other facility of the participant or its agents during regular office hours or at any time that work is in process.

Corrective Action. [old 6.1.2.2]

When authorized representatives of the RTO find that packing, loading, unpacking, or any other work being performed or already completed does not comply with the terms, conditions or specifications set out in this HTOS, the authorized representative shall so advise the participant. The participant must promptly correct the deficiency by taking whatever action is necessary at no additional cost to the Government or the owner. (See also HTOS Paragraph 11.1.)

Facilities. [old 6.1.2.3]

The participant must furnish Government representatives with free access and reasonable facilities and assistance required to accomplish their inspection.

Reports. [old 6.1.2.4]

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Reports of inspection shall be furnished to the PMO. Except as provided in Subparagraph ??, below, reports of inspection shall be construed as final and conclusive of the performance of services.

GSA Form 3080, Household Goods Carrier Evaluation Report.**Completion.**

While any written statement from an authorized representative as specified in HTOS Paragraph 6.1.2.1, above, is an acceptable report of inspection, GSA Form 3080, Household Goods Participant Evaluation (see Appendix ?), is normally used as a report of inspection and will be provided to the owner of each shipment and to the RTO to assist the GSA in the overall evaluation of customer satisfaction on personal property shipments. Upon completion of services by the participant at destination, the owner will complete the appropriate section of GSA Form 3080 and transmit it to the RTO for completion of the appropriate section. After completion by both the property owner and the RTO, GSA Form 3080 is returned to the PMO. The PMO will review each completed form to ensure that all shipments routed under the GSA HTOS received high quality service. After the PMO has reviewed the form, the information contained on the form will be entered into the Service Performance Index and Evaluation System (SPIES) data base.

Appeal Procedures.

In the event that the rated participant disagrees with the evaluation contained on the GSA Form 3080, Household Goods Carrier Evaluation, the participant has the right to appeal such evaluation as specified below. Except as provided below, an appeal received by the PMO directly from a rated participant will be rejected.

Shipment Not Tendered.

In the event the rated participant carrier determines that a shipment was not tendered to its company, the participant must advise the PMO in writing requesting review and correction.

Disagree with the Rating by the Property Owner.

In the event the rated participant disagrees with the property owner's evaluation and the property owner's evaluation had not been changed by the RTO prior to submission to the PMO, the rated participant must first notify the property owner in writing setting out the basis of the disagreement and requesting the opportunity to resolve it. In the event the rated participant disagrees with the property owner's evaluation and the property owner's evaluation had been changed by the RTO prior to submission to the PMO, the procedures set out in Paragraph "Disagree with rating by RTO" apply.

Disagreement is Resolved.

If the property owner and the rated carrier resolve the disagreement and that resolution changes the property owner's rating, the property owner and the rated participant must jointly advise the RTO by a single memo signed by both. The RTO will then in writing notify the PMO and request that the rating be changed.

Disagreement is not Resolved.

If the property owner and the rated participant cannot resolve the disagreement, the rated participant must notify the RTO in writing requesting review and resolution. The request will set out the basis of the disagreement, actions taken to resolve the disagreement, and include a copy of the letter to the property owner and any records that may have been made of conversations, meetings, or correspondence with the property owner. The RTO will then investigate the disagreement, determine whether any changes should be made in the rating, and if so, advise the PMO in writing. The RTO's determination is final and not reviewable by the PMO.

Disagree with Rating by the RTO.

In the event the rated participant disagrees with the RTO's evaluation, the rated participant must first notify the RTO in writing setting out the basis of the disagreement and requesting the opportunity to resolve it.

Disagreement is Resolved.

If the RTO and the rated participant resolve the disagreement and that resolution changes the RTO's rating, the RTO and the rated carrier must jointly advise the PMO in single memo signed by both.

Disagreement is not Resolved.

If the RTO and the rated participant cannot resolve the disagreement, the rated participant and the RTO must jointly request in a single memo signed by both to the PMO that they request resolution of the disagreement by the PMO and agree to accept the findings of the PMO without further appeal. The request will set out the basis of the disagreement, actions taken to resolve the disagreement, and include a copy of the letter to the RTO and any records that may have been made of conversations, meetings, or correspondence by either party. The PMO will then investigate the disagreement, determine

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whether any changes should be made to the rating, and if so, advise the rated participant and the RTO in writing, and correct the rating. If the rated participant and the RTO cannot agree to jointly request review and resolution by the PMO, the original rating will remain in effect.

Oral Appeals.

Oral appeals will be construed as without merit and rejected.

Inspection Of Sorting For Partial Withdrawal From Sit. [old 6.1.3]

The employee or any other person responsible for payment of the freight charges will have the right to be present at the participant's facility during the sorting of the property. The participant will deliver, or the employee has the option to pick up, the property.

Acceptance By The Government. [old 6.2]

Acceptance of the services as satisfactorily performed shall be as determined under such conditions as the RTO specifies.

Inspection By The Participant (Prepacked Items). [old 6.3]

General. [old 6.3.1]

The participant is responsible for all packing. The participant is authorized to inspect all prepacked goods to ascertain the contents and determine that only articles not otherwise prohibited by this HTOS are contained in the shipment.

Repacking Of Owner-Packed Items. [old 6.3.2]

The participant is authorized to determine that owner packed goods require repacking. Such repacking will be performed by the participant in a participant-provided container. The Government will bear the costs for repacking in this instance, subject to the provisions of Paragraph 7-6 of this TOS.